

U.S. DEPARTMENT OF ENERGY

BASIC ORDERING AGREEMENT

Number DE-AK-05-02OR22890

This Basic Ordering Agreement (BOA) between **EI Review & Company, Inc.** (hereinafter “Contractor”) and the Department of Energy (DOE) is entered into to provide services to the DOE and its prime contractors in accordance with the following:

1. This Agreement is for the services described in Appendix A.
2. General Terms and Conditions are included in Appendix B, and made a part hereof.
3. The parties agree that any DOE office, or any entity having a prime contract with the DOE, may place orders under this BOA for DOE work. DOE prime contractors may issue delivery orders with written authorization from a DOE Contracting Officer. Each requiring organization shall place its own orders under this Agreement.
4. The DOE intends to award multiple BOA’s for the services described herein. A competitive bid process among those Contractors awarded a BOA for these services will determine the price for the services. The DOE and its prime Contractors reserve the right to use other criteria, in addition to price, in determining which Contractor will receive an order under the BOA.
5. The parties agree that failure to reach agreement on price for any order issued before its price is established is a dispute under the Disputes clause included herein.

ARTICLE 1 - SCOPE OF WORK

The Contractor agrees to furnish such services as described herein as the DOE or any of its applicable prime Contractors may order during the term of this Agreement. Any such order shall become a binding contract upon the Contractor’s and Government’s acceptance of the order. All orders placed hereunder shall reference the number of this BOA (DE-AK05-02OR22890) and the order number assigned by the ordering DOE Office and/or applicable prime contractor administrator. The BOA Agreement Administrator listed in Article 3 below is available to clarify understanding of the BOA only. The BOA administrator does not issue orders or award contracts. The term of this BOA is five years, beginning on the date this BOA is signed on behalf of the Government.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as stated in each individual order. Payment for completed services will be made by the organization issuing the order.

ARTICLE 3 - ADMINISTRATIVE

DOE’s BOA Agreement administrator -

Name: Mario Aguirre

Telephone Number: (865) 576-0554

Address: U. S. Department of Energy

Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, TN 37831

Contractor’s BOA Administrator -

Name: Patrick L. Bisese

Telephone Number: (865) 576-0112

Address: EI Review & Co., Inc.

221 Pat Road
Knoxville, TN 37922

ARTICLE 4 - SITE-SPECIFIC TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing an order under this BOA may have requirements unique to its mission and/or geographic location, including statements of work. Therefore, the Contractor agrees that the organization placing an order under this BOA reserves the right to incorporate its own site-specific terms & conditions relative to Environmental, Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 5 - CONTRACTOR FACILITY APPROVAL

The contractor facility (facilities) approved as work performance sites under this BOA are based on the limits of its NRC Agreement State Licenses for Tennessee and Ohio. Other contractor facilities may be approved subject to an acceptable site quality assurance audit unless waived by a representative of the DOE Contracting Officer for this BOA. Work may not be performed at other contractor sites until this BOA is modified in writing.

Highest classification level storage capability under current NRC Agreement State licenses: **Unclassified Only**

Agreed to by both parties as indicated below:

For the Contractor;

Name (typed): Patrick L. Bisese

Title: President

Signature: _____

Date: _____

For the Government;

Name (typed): Shirley C. Vogel

Title: Contracting Officer

Signature: _____

Date: _____

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**APPENDIX A
STATEMENT OF WORK
FOR
MATERIALS DISPOSITION
DE-AK-05-02OR22890**

Introduction:

The Department of Energy (DOE) desires to divest itself of Material such as scrap metal, equipment, vehicles, etc. The Material is currently located at sites across the DOE complex. The Material is believed to have some value to certain commercial enterprises, therefore, the Material is not considered waste. The Material meets the definition of personal property as stated in the Federal Acquisition Regulation. Some of the Material may be radioactively contaminated and regulated under The Atomic Energy Act of 1954 as amended.

Background:

The DOE Complex has an indeterminate amount of potentially contaminated radioactive Material that could be recycled, reused or buried. The Material is in the form of small to large pieces of metal, structural steel, equipment and vehicles. The Material may be in scrap piles, outside locations and stored in containers, and/or it may be located within underutilized or abandoned facilities. In some cases the Material may be attached and/or part of the building in which they are located.

Scope:

General – The Contractor shall disposition the Material by decontamination, sorting, segregating, or by other means, processing the Material at the Contractor’s facility(ies). The requirements shall be specified in each task order. Hereafter referred to as “order(s)”. The order may include removal, characterization, packaging, and transportation to the Contractor’s facility.

Security - DOE shall make the determination if the Material has security concerns. If the Material to be dispositioned requires special handling or processing due to classification, Unclassified Controlled Nuclear Information (UCNI), or Export Controlled Information (ECI) specific requirements shall be detailed within the individual orders. It is anticipated that such requirements will be minimal, but where applicable shall likely require certified destruction or reconfiguration of the affected Material. Where required, methods of destruction or reconfiguration may be proposed by the contractor for approval by the DOE site issuing the order. Contractors may not be able to perform those orders requiring security clearances until such clearances are obtained.

Radioactive Property - When the Material subject to transfer is radioactively or potentially contaminated the contractor shall comply with DOE requirements for all activities performed at the DOE site. It is anticipated only minimal decontamination processing to expedite handling, loading, and transporting of the Material will be permitted at the DOE site. Material located at the contractor’s facilities shall be managed

and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

Environment, Safety and Health (ES&H) and Quality Assurance (QA) - The ES&H and QA requirements will likely vary with each Task Order depending on what work (if any) shall be performed on the DOE site. If the task order requires dismantling for parts or equipment on a DOE site; there would likely be additional ES&H and QA requirements. The DOE site issuing the task order shall be required to detail the ES&H and QA requirements associated with a given task order.

Onsite Actions, Packaging, and Transportation - For some tasks, the contractor shall be responsible for removal of the Material from designated facilities and/or storage areas. Onsite actions shall be defined by each order. The DOE shall provide the best information available on the description, characterization, and history of the Material. The removal and transportation of the Material by the Contractor shall be done in compliance with all applicable State, Federal, and local laws and regulations.

Title and Possession – DOE's intent is to transfer title to all the Material at some point in the disposition process. The point of title transfer and possession shall be clearly defined in each order. Possession shall occur no later than at the point of receipt at the Contractor's facility. If there are no security concerns with the material under an order, title transfer will likely be concurrent. If the Material has security concerns the title will transfer after the security concerns are resolved and prior to any unrestricted release of Material or final disposition of the Material.

Applicable Directives:

1. The Contractor shall maintain all required licenses/permits to conduct the scope of each applicable task, including shipping, storage, handling and waste disposal.
2. The Contractor shall perform all work in accordance with federal, state, and local rules, regulations and standards and within the limits of the Contractor's permit or license.
3. The Contractor shall comply with quality assurance requirements as established by Nuclear Quality Assurance manual (NQA-1), Quality Assurance Program Requirements for Nuclear Facilities.
4. Any other applicable DOE directives (DOE Orders and/or Site-specific procedures) shall be specified in each order.

Performance Requirements:

Specific performance requirements shall be delineated for each order.

General Requirements -The Department of Energy, Oak Ridge Operations, National Center of Excellence for Metals Recycle (NMR) is the sponsor of this BOA. NMR reserves the right to conduct annual quality assurance audits to the requirements of the Contractor's NRC or NRC Agreement State license. All organizations that issue orders under this BOA will rely on the NMR annual audits and shall not conduct their own. If NMR finds major concerns during an audit, the Contractor shall not be allowed to

participate in the competition for any orders until the finding is corrected and approved by NMR. NMR, or a contractor for NMR, may also conduct surveillance.

1. The Contractor shall have the legal authority to possess and process radioactive materials, such as a NRC license or NRC Agreement State radioactive material license.
2. The Contractor shall comply with all applicable Federal and State requirements including EPA, OSHA, DOT and NRC/NRC Agreement State regulations. The Contractor shall notify DOE if any of their licenses or permits has expired, been revoked, or is under any other action by regulators that shall not allow the Contractor to accept Material for processing.
3. The Contractor shall provide DOE the results of regulatory audits conducted, or Notices of Violations issued by regulators.
4. The Contractor shall have health and safety programs that meet the requirements of their licenses or permits to handle Material in the specific order.

Deliverables

For each order the Contractor shall provide an annual Mass Balance Report in accordance with the attached format delineating the Material dispositioned under that order to the BOA Administrator listed in Article 3. One copy shall be provided to the Site issuing the order and one copy shall be provided to the BOA Administrator. Annual Mass Balance Reports shall be due on February 1st for the previous year. Additional deliverables may be specified in each order.

APPENDIX B
GENERAL TERMS AND CONDITIONS

B.1 General Terms and Conditions will be identified and incorporated for each order as directed in FAR Part 16.703 (c) (1)(ii).

PART I of APPENDIX B - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this BOA as furnished by the Government) necessary for the disposition of material as delineated in individual orders. The Government, in accordance with the procedures outlined herein, will direct specific detailed performance requirements (including any necessary reporting requirements) in the order.

[End of Clause]

B.2 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each order.

[End of Clause]

B.3 PRICE

In consideration of the performance under DOE Site-issued orders, the Contractor shall be paid the consideration identified in each order; which consideration shall constitute complete payment for all services and materials furnished and accepted pursuant to the order.

[End of Clause]

SECTION C
DESCRIPTIONS/SPECIFICATIONS

C.1 See Appendix A Statement of Work.

SECTION D
PACKAGING AND MARKING

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Reporting Requirement that requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items delivered under this BOA shall be accomplished by the DOE organization issuing the order.

[End of Clause]

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under each DOE Site-issued contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of as specified in each order.
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

[End of Clause]

F.2 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for
- (e) default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

[End of Clause]

F.3 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

[End of Clause]

F.3 TERM OF THE BOA AND CONTRACT ORDER

The term of this BOA is five years. The term of individual orders will be specified in each order but will not exceed the term of the BOA.

[End of Clause]

F.4 DELIVERY REQUIREMENTS

The services provided under this Basic Ordering Agreement shall be delivered in accordance with the schedule specified in the order.

[End of Clause]

F.5 PRINCIPAL PLACE OF PERFORMANCE

As specified in each order.

[End of Clause]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

All correspondence submitted by the Contractor (except for invoices and reports) shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to (as specified in each order).
- (b) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to (as specified in each order).
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number (as specified in each order), as illustrated below:

"SUBJECT: Contract No. [] (Insert the contract number) [] (Insert subject topic after contract number, e.g., "Request for subcontract placement consent")".

[End of Clause]

G.2 SUBMISSION OF VOUCHERS/INVOICES

The Contractor shall submit invoices in accordance with the terms and conditions provided in each order.

[End of Clause]

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

A Contracting Officer's Representative (COR) may be designated in an order to represent the Contracting Officer in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of the order. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the order. Additional Contracting Officer's Representative(s) for other purposes as required may be designated by the Contracting Officer.

[End of Clause]

G.4 CONTRACT ADMINISTRATION

Each order issued under this Basic Ordering Agreement will identify the individuals at the DOE sites who will administer the order.

[End of Clause]

G.5 DEFINITIONS (DEC 1999)

The following special definitions are provided for this BOA:

Contracting Officer (CO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for the order, the term "Ordering Contracting Officer"(OCO) may be used interchangeably.

Contracting Officer's Representative (COR) - The Contracting Officer's designated representative whose responsibilities apply to the overall order.

Ordering Contracting Officer (OCO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for the specific Delivery Order issued under this BOA and who is specified in the Delivery Order.

Ordering Contracting Officer's Representative (OCOR) - The Ordering Contracting Officer's designated representative whose responsibilities apply to the specific Order issued under this BOA and who is specified in the Order.

[End of Clause]

SECTION H

SPECIAL BOA INFORMATION AND ORDER REQUIREMENTS

H.1 MULTIPLE BASIC ORDERING AGREEMENT AWARDS

Basic Ordering Agreements (BOAs) for the services described herein will be established with multiple Contractors and orders will be awarded on a competitive basis. The Government shall continue to solicit offers for additional BOAs after the initial BOAs are established and reserves the right to award additional BOAs with qualified sources.

[End of Clause]

H.2 ORDERING PROCEDURE

Firm-fixed price offers for each order will be solicited from those firms that have been awarded a Basic Ordering Agreement. The Government and/or its prime contractors reserve the right to use other criteria, in addition to price, in determining which Contractor will receive an order. Each request for offer will state the evaluation criteria to be used by the Government or the prime contractor. The actual award of an order will be made using an Optional Form 347 (as shown in the FAR Part 53). Prime contractors, if authorized to place orders under this BOA, may use a locally produced form in lieu of Optional Form 347. Orders under this Basic Ordering Agreement become binding contracts upon acceptance of the order by the Contractor and Government or its prime contractor. The terms and conditions included in this Basic Ordering Agreement shall apply to all orders placed under this agreement.

[End of Clause]

H.3 ORO H03 TECHNICAL DIRECTION (REVISED)(DEC 1999)

(a) Performance of the work under this contract shall be subject to the technical direction of Ordering Contracting Officer's Representative (OCOR) identified in the Order, and the Ordering Contracting Officer (OCO). The term "technical direction" is defined to include:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, or direct various efforts for Statement of Work accomplishment.

(2) Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government.

(b) Technical direction must be within the scope of work stated in the contract. The OCOR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total contract effort or value, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions should be issued in writing by the OCOR for the applicable Order, time permitting. When a short turnaround is required (example-direction regarding how to handle non-conforming waste), the OCOR may issue technical direction verbally. Any verbal direction shall be followed by fax direction within 24 hours.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the OCOR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the OCOR falls within one of the categories defined in paragraph (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Ordering Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the OCO to modify the Order accordingly. Upon receiving the notification from the Contractor, the OCO shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

(3) Advise the Contractor in writing within a reasonable time that the Government will issue a written modification to the Order.

(e) A failure of the Contractor and OCO to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes--Alternate I."

[End of Clause]

H.4 BASIC ORDERING AGREEMENT REVIEW/REVISION

This agreement shall be reviewed annually, before the anniversary of its effective date, and revised as necessary to conform to current changes in statutes, Executive Orders, or other appropriate matters.

[End of Clause]

H.5 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this BOA, the BOA Administrator shall be the only individual authorized to modify any term or condition of this Basic Ordering Agreement.

[End of Clause]

H.6 QUALITY ASSURANCE SYSTEM

In the conduct of the work performed on orders placed under this Basic Ordering Agreement, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. If requested by the Contracting Officer, a quality assurance plan shall be submitted to DOE for approval. If the contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10, Section 830.3, Code of Federal Regulations, the applicability of the requirements in Section 830.120 shall be determined by the DOE Office and/or prime contractors issuing the task order. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

[End of Clause]

H.7 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES

The Contractor is authorized to use on a no-charge, non-interference basis in the performance of orders issued under this Basic Ordering Agreement, the Government-owned equipment/facilities indicated in such orders. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

[End of Clause]

H.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted as part of the original offer for this Basic Ordering Agreement are, by reference, hereby incorporated in and made a part of this contract.

[End of Clause]

H.9 SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

The Small, Small Disadvantaged, and Woman-Owned Small Business Subcontracting Plan submitted by the Contractor for any order placed under this BOA, and approved by the Contracting Officer is, by reference, hereby incorporated into and made a material part of that order. Any required revisions to the Plan shall be accomplished by amendment of the order.

[End of Clause]

H.10 DELIVERY ORDERS, ADMINISTRATIVE INFORMATION (DEC 1999)

(a) Ordering officials as anticipated in 52.216-18, Ordering, are all Contracting Officers, designated for the purposes of this contract as Ordering Contracting Officers as defined in clause G.5, Definitions.

(b) The Ordering Contracting Officer is responsible for all delivery order activities including requesting delivery order proposals, evaluating for award, awarding, funding, all administrative activities and evaluating performance for all delivery orders issued. Delivery orders placed under this contract are specifically limited to work covered by the statement of work for the contract. Delivery order numbers shall reference the number of this contract as the basis for issuance of the delivery order, which shall be numbered uniquely by the ordering office.

(c) The Ordering Contracting Officer will provide a copy of issued delivery orders and delivery order modifications to the Contracting Officer. Copies of performance evaluations on completed delivery orders, or delivery orders in process, will also be provided to the Contracting Officer.

[End of Clause]

H.11 PRECEDENCE OVER EXISTING TASK ORDERS

This Basic Ordering Agreement shall take precedence over any existing task order for related work so as to avoid potential conflict in terms and conditions.

[End of Clause]

H.12 QUALIFICATION CRITERIA

In order to be considered for award of this BOA the offeror must meet the following three criteria:

(a) The offeror must have a radiological materials license issued by the NRC or NRC Agreement State to possess and decontaminate radiological contaminated materials, monitor and release such materials from regulatory control. This criteria must be met before further consideration for award.

(b) The offeror must have any other licenses or permits required by the state or locality hosting the contractor's operations. This requirement as it applies, by state or locality, must be met before further consideration for award.

(c) The offeror must have a quality assurance program that meets the requirements of the Nuclear Quality Assurance Manual (NQA-1), the Quality Assurance Program Requirements for Nuclear Facilities. This requirement must be met before further consideration for award.

H.13 SECURITY REQUIREMENTS

All orders placed under the Basic Ordering Agreement shall abide by applicable security directives, clauses and regulations as established by the DOE Site issuing the order.

PART II OF APPENDIX B - CONTRACT CLAUSES

SECTION I

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically on the Internet at <http://www.arnet.gov/far/>.

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) AND DEPARTMENT OF ENERGY ACQUISITION REGULATION (48 CFR CHAPTER 9) CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	MAR 1985	DEFINITIONS (OCT 1995) (As Modified by 952.202-1)
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
952.204-2	SEP 1997	SECURITY
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
952.204-70	SEP 1997	CLASSIFICATION/DECLASSIFICATION
952.204-74	APR 1984	FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINES CONCERNS
52.219-9	OCT 1999	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

52.222-3	AUG 1996	CONVICT LABOR
52.222-4	JUL 1995	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	APR 1998	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-44	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
52.222-49	MAY 1989	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
952.233-4	SEPT 1996	NOTICE OF PROTEST FILE AVAILABILITY
952.233-5	SEPT 1996	AGENCY PROTEST REVIEW
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-4	APR 1984	PAYMENT BY GOVERNMENT TO CONTRACTOR
52.237-5	APR 1984	PAYMENT BY CONTRACTOR TO GOVERNMENT
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES

52.249-3	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[End of Clause]

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

- (a) Definition.
"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. "Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

**PART III OF APPENDIX B - LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS**

LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
[1]	DOE NATIONAL METAL RECYCLE BASIC ORDERING AGREEMENT MASS BALANCE FORM (with instructions)
[2]	DOE REPORTING REQUIRMENTS CHECKLIST
[3]	AUDITOR REFERNCE MANUAL (Separate Enclosure)

[End of Clause]

Instructions for DOE National Metal Recycle BOA Mass Balance Form

- 1) **Company:** Fill in the name of the company in receipt of the Task.
- 2) **Address:** Fill in the location of the facility where the work is being performed for the Task.
- 3) **Period of Reporting:** Year over which the work was performed on the Task.
- 4) **Project Manager:** Main contact for task being performed.
- 5) **Phone:** Phone number for the project manager of the Task.
- 6) **Fax:** Fax number for project manager of the Task.
- 7) **DOE Use Only:** To be filled in by DOE.
- 8) **Task # :** The number assigned by DOE for the task being performed.
- 9) **Date Received:** Date each individual shipment is received under the Task.
- 10) **Amount Received- Weight:** The total amount of material received in US tons for the Task.
Amount Received- Volume: The total volume of material received in ft³ for the Task.
- 11) **General Recycle/Reuse- Weight:** The amount of material in US tons that was free released for recycle or reuse under the Task.
General Recycle/Reuse- Volume: The volume in ft³ of total material that was free released for recycle or reuse under the Task.
- 12) **Restricted Recycle/Reuse- Weight:** The amount of material in US tons that was recycled or reused as a radioactive contaminated item within the DOE Complex or a NRC or State Licensee under the Task.
Restricted Recycle/Reuse- Volume: The volume in ft³ of total material that was recycled or reused as a radioactive contaminated item within the DOE Complex or a NRC or State Licensee under the Task.
- 13) **Material Returned to DOE- Weight:** The amount of material in US tons that was returned to DOE because it was out of specifications, per Task.
Material Returned to DOE- Volume: The volume in ft³ of total material that was returned to DOE because it was out of specifications, per Task.
- 14) **Material Not Processed- Weight:** Material in US tons still remaining at the facility performing the Task that has not yet been processed within the specified time frame of the Task or the reporting period.
Material Not Processed- Volume: Material in ft³ still remaining at the facility performing the Task that has not yet been processed within the specified time frame of the Task or the reporting period.
- 15) **Totals:** Total in US tons and ft³ for materials described in item numbers 10, 11, 12, 13, & 14.
- 16) **Low Level Waste- Weight:** The amount of low level waste in US tons generated or accumulated per Task.
Low Level Waste- Volume: The volume in ft³ of low level waste generated or accumulated per Task.
- 17) **Mixed Waste- Weight:** The amount of mixed waste in US tons generated or accumulated per Task.
Mixed Waste- Volume: The volume in ft³ of mixed waste generated or accumulated per Task.
- 18) **RCRA Waste- Weight:** The amount of RCRA waste in US tons generated or accumulated per Task.
RCRA Waste-- Volume: The volume in ft³ of RCRA waste generated or accumulated per Task.
- 19) **TSCA Waste- Weight:** The amount of TSCA waste in US tons generated or accumulated per Task.
TSCA Waste- Volume: The volume in ft³ of TSCA waste generated or accumulated per Task.
- 20) **Sanitary Waste- Weight:** The amount of Sanitary waste in US tons generated or accumulated per Task.
Sanitary Waste- Volume: The volume in ft³ of Sanitary waste generated or accumulated per Task.
- 21) **Totals:** Total in US tons and ft³ for waste described in item numbers 16,17, 18, 19, & 20.
- 22) **Preparer's Name (print):** The printed name of the individual who prepared the report for submittal to DOE for the Task or Tasks.
Preparer's Signature: The signature of the individual preparing the report for the Task or Tasks. This signature certifies that the information provided in the report is true to the best of the individual's knowledge preparing the report.